

**AGREEMENT FOR PROFESSIONAL
FOREST THINNING AND ECOSYSTEM RESTORATION
FOR
Mt. Sentinel**

This Agreement, including Attachments A, B & C, made and entered into this __ day of _____, 2017, in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal organization under the law of the State of Montana, hereinafter referred to as "OWNER" and Watershed Consulting, LLC. (WC), P.O. box 17287 Missoula, Mt. 59808 hereinafter referred to as "CONTRACTOR."

WHEREAS, the OWNER desires to engage the CONTRACTOR to render professional services for tree thinning, fuels mitigation and restoration of pre-fire suppression stand density in forests on Public Open Space on Mt. Sentinel (the Property) as per the Scope of Services, Attachment "A"; and

WHEREAS, the OWNER has complied with State procurement requirements, including legal notice, Request for Proposals and negotiations for final scope of services, regarding the selection of a professional CONTRACTOR; and

WHEREAS, the OWNER desires to enter into an agreement with the CONTRACTOR as hereinafter provided, for the professional Scope of Services, Attachment "A";

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth herein, the OWNER and CONTRACTOR mutually stipulate and agree to the following provisions:

I. Employment of CONTRACTOR

The OWNER hereby agrees to retain the professional services of the CONTRACTOR pursuant to the terms and provisions of this Agreement, and the CONTRACTOR agrees to perform the professional services identified pursuant to the terms and provisions of this Agreement in a competent, professional, and acceptable manner.

II. Independent CONTRACTOR

It is understood by the parties hereto that the CONTRACTOR is an independent contractor and that neither its principals nor its employees are employees of the OWNER for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to Section 39-71-401, MCA, the CONTRACTOR has obtained and will maintain at its expense for the duration of this Contract, coverage in a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law for its principals and employees for the services to be performed hereunder and that the OWNER has no liability for vendor's workers' compensation insurance of claims. The CONTRACTOR shall provide evidence of such coverage, or provide evidence of worker's compensation exemption to the City Clerk prior to the City Clerk's validation of this Agreement.

III. Contract Pricing

CONTRACTOR services for tree thinning, fuels mitigation and restoration of pre-fire suppression stand density and related services in forests on the Property shall be on a "not to exceed" fee of \$17,600 (Seventeen thousand six hundred dollars) per the fixed scope of services, Attachment "B".

IV. Pre-construction Conference (this agreement does not include construction services.)

V. Liaison

The OWNER's designated liaison with the CONTRACTOR is Morgan Valliant, Conservation Lands Manager, Missoula Parks and Recreation. The CONTRACTOR's designated liaison with the OWNER is Mark Vandermeer, Project coordinator, WC.

VI. Effective Date and Time of Performance

This Agreement takes effect as of the date entered into listed above. The project services, per Attachment A, performed by the CONTRACTOR will be completed no later than May 31st, 2018.

VII. Scope and Fees of Professional Services

- A. The CONTRACTOR shall conform to the requirements of 18-2-121 and 18-2-122 MCA and all other codes of the State of Montana applicable to providing professional services.
- B. The CONTRACTOR agrees to perform professional services in connection with the project and will serve as the OWNER's representative in those phases of the project to which this agreement applies. See Attachment "A" Scope of Services.
- C. Project safety shall be the sole responsibility of the CONTRACTOR, the CONTRACTOR'S construction superintendents, designated safety officers, or a project safety officer designated and employed by the CONTRACTOR.
- D. Project services to be provided by the CONTRACTOR shall be as follows: See Attachment "A" Scope of Services, for detailed services within each task as listed below.
 - Task 1: Reduce the fuel loading within the project area
 - Task 2: Remove all trees harboring mountain pine beetle larvae
 - Task 3: Restore pre-fire suppression stocking densities within project area
 - Task 4: Maintain appropriate visual cover between recreational trails and adjacent lands
 - Task 5: Appropriately dispose of all slash
 - Task 6: Maintain a safe work zone for employees and the public
 - Task 7: Maintain good and frequent communications with OWNER'S liason throughout the project
- E. Construction period services shall be as follows: (Not included in this contract)

- F. Extra services of the CONTRACTOR when authorized by the OWNER shall be as follows:
Per writing and by mutual agreement by CONTRACTOR and OWNER.

VIII. Payment for Services

- A. Project Services:

The OWNER shall pay the CONTRACTOR their project cost per Attachment "B". Monthly payment for services will be based on actual work performed and actual costs incurred. Payment requests by the CONTRACTOR must be accompanied by a written narrative report which adequately describes and documents the work performed during that period relative to the adopted Implementation Schedule for the project.

- B. Construction and Final Period Services: (Construction Services are not included in current Scope of Services.)

- C. Final Payment.

The OWNER shall withhold 25% of the total project cost as final payment upon satisfactory completion of the project.

- D. Payment for extra services shall be as follows:

Payment for extra services authorized in writing by the OWNER shall be paid for per the CONTRACTOR's current direct labor cost and overhead factor in Attachment "B". The OWNER shall pay the CONTRACTOR monthly for extra services.

- IX. The OWNER agrees to provide CONTRACTOR with all available information pertinent to the project and to perform the following services:

- A. Give thorough consideration to all reports, estimates, proposals, change orders, payment claims, and other documents presented by the CONTRACTOR and shall inform the CONTRACTOR of all decisions within a reasonable time.

- B. Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and requirements in the development of the Project and pay all costs incident thereto.

- C. Furnish the CONTRACTOR with a copy of any management, design, work site, and specification standards OWNER shall require the CONTRACTOR to follow in the preparation of contract or other documents required by OWNER.

X. The OWNER and the CONTRACTOR further agree to the following conditions:

A. Conflict of Interest

The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.

B. Modification and Waiver

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing.

C. Termination of Agreement

This Agreement may be terminated as follows:

1. Termination due to loss of funding. This Agreement will terminate, in whole or in part, at the discretion of the OWNER in the event that the U.S. Forest Service Bark Beetle/White Pine Blister Rust Program reduces or terminates payments which may prevent the OWNER from paying the CONTRACTOR with federal aid funds. In this event, the OWNER will give the CONTRACTOR advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss or reduction of funding from the U.S. Forest Service Grants.
2. Termination for Cause
 - a. If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Agreement, the aggrieved party may give notice, in writing, to the defaulting party of any deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Agreement to be terminated in whole or in part.
 - b. If the CONTRACTOR is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the OWNER by reason of the CONTRACTOR's failure to comply with the Agreement's terms and conditions.

- c. If the OWNER is the defaulting party it will pay the CONTRACTOR for those services satisfactorily performed to the date of the termination plus the amount of reasonable damages suffered by the CONTRACTOR by reason of the OWNER's failure to comply with the Agreement's terms and conditions.
- d. If the CONTRACTOR is the defaulting party, the OWNER may withhold any payments to the Contractor for purposes of setoff until the exact amount is determined.

D. Non-Discrimination

The CONTRACTOR agrees that any and all hiring by them related to this Agreement shall be on the basis of merit and qualifications and there shall be no discrimination on the basis of race, color, religious creed, political ideas, gender, age, marital status, sexual-orientation, gender identity or gender expression, physical or mental handicap, national origin or ancestry, by persons performing this Agreement (Attachment C). Qualifications mean such abilities as are genuinely related to competent performance of the particular occupational task.

E. Reports and Information

The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the OWNER and its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Agreement unless permission to destroy them is granted by the OWNER.

G. Access to Records

It is expressly understood that the CONTRACTOR's records relating to this Agreement will be available during normal business hours for inspection by the OWNER.

H. Construction and Venue

This Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning it, venue is the Fourth Judicial District in and for the County of Missoula, State of Montana.

I. Eligibility

CONTRACTOR certifies that the CONTRACTOR's firm and the firms' principals are not debarred, suspended, voluntarily excluded, or other wise ineligible for participation in

federally assigned contracts under Executive Order 12549, "Debarment and Suspension." (24 CFS 24.505)

J. Affirmative Action Policy

Contractors, subcontractors, subgrantees, and other firms doing business with the OWNER or any agency connected with the OWNER must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, M.C.A., or forfeit the right to continue such business dealings. See Attachment "C".

K. Insurance

CONTRACTOR hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of \$2,000,000 per occurrence that includes liability for accidents occurring during delivery or at the delivery sites that are attributable to the CONTRACTOR or its agents' conduct.

OWNER agrees that Construction Contractor will be required to name CONTRACTOR and CONTRACTOR's as Additional Named Insured under Commercial General Liability, Automobile Liability, Excess and/or Umbrella policies required for the construction contract.

L. Previous Agreements

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

M. Notices

Any and all notices to the OWNER shall be sent to:

**City of Missoula
Attn: Morgan Valliant
100 Hickory St.
Missoula, MT 59801**

N. Binding Effect

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

O. Service Rates

The service costs and hourly fee schedules contained in this Agreement are based on the CONTRACTOR's current service rates as outlined on Attachment "B".

P. Indemnification

The CONTRACTOR shall indemnify and hold the OWNER and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONTRACTOR's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the CONTRACTOR to indemnify the OWNER against and hold harmless the OWNER from claims, demands or suits based solely upon the conduct of the OWNER, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONTRACTOR's agents or employees and (b) the OWNER, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the OWNER of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the CONTRACTOR's negligence or the negligence of the CONTRACTOR's agents or employees.

Q. Severability

If a part of this Agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

CONTRACTOR: Name: Watershed Consulting LLC
 Mark Vander Meer, Owner
 Address: P.o. Box 17287, Missoula Mt. 59808

_____ Date: _____
Mark Vander Meer, Watershed Consulting, Owner

OWNER: CITY OF MISSOULA
 435 Ryman Street
 Missoula, Montana 59802

_____ Date: _____
John Engen, Mayor

_____ Date: _____
Martha L. Rehbein, City Clerk

Approved as to form and content.

_____ Date: _____
Jim Nugent, City Attorney

ATTACHMENT A *Scope of Services*

A. Project Objectives:

The primary objective of this treatment is to reduce the fuel loading and susceptibility of forests to insect and disease within the project area. All thinning should be done with variable spacing between trees and pruning should be done at variable heights to maintain a natural appearance.

Thinning will reduce competition between over-crowded trees and maintain the health and vigor of trees to be left. These “leave” trees will be selected based on species, condition, stem form, genetic traits, and location within the forest canopy. Most dead trees will be left as “habitat trees” to add structural diversity to the forest.

B. General Treatments:

1. Tree Marking and Cutting:

City staff members will mark all thinning unit boundaries. No trees within the thinning units will be marked. Selecting trees for removal will be done by the contractor to meet the thinning prescriptions outlined below and in section C.

The vegetation across the area is variable depending on slope and location. Thinning will target smaller overstocked stands and conifer regeneration under mature trees. Reduce density within and number of conifer thickets across all units. Remove all ladder fuels under the canopy of mature trees. Cutting should target Douglas Fir (D. fir) over Ponderosa Pine (P. Pine) or Western Larch when applicable. Leave trees should represent a diversity of age classes. No trees greater than 12” diameter at breast height (DBH) shall be cut without prior approval from the Conservation Lands Manager.

Unless otherwise specified in Section “C” thinning should mimic a wildfire leaving random and variable spacing between leave trees (vs. even spacing between trees across the landscape). Leave trees may be clumped in pockets of less than 150 ft diameter, with density across a stand not to exceed 80ft² basal area. Target spacing of approximately 10 ft. between tree crowns is desired or 20 ft. between tree clumps.

Remove all trees harboring live pine beetle larvae. Dead trees greater than 10" DBH, which are not adjacent to a public trail shall be left as habitat trees. Stump height shall not exceed 4 inches above the ground level or 4 inches above natural obstacles and stumps shall be cut flat or with the angle of the slope.

2. Tree Pruning:

Tree pruning is not a part of this contract.

3. Slash Disposal:

Hand-piling and Burning: Cut tree stems less than 10” DBH and branches and tops from trees greater than 10”DBH may be hand piled and burned on site by the contractor. Piles are not to be placed on old stumps or large diameter logs. Pile heights should not exceed 6 feet. Contractor will be responsible for obtaining a burning permit from Missoula County and are responsible to ensure fires remain under control.

Lop and Scatter: To reduce burning; trees measuring less than 6" DBH, and branches and tree tops from larger diameter trees which do not harbor pine beetle larvae may be lopped and scattered on site. Branches from small diameter trees and tree tops must be removed from the stem. Scattered material must be cut less than 6 ft. in length. Scattered material must be distributed across the site in a single layer. Scattered material will not cover more than 50% of ground at any site. No material shall be scattered beneath the canopy of mature trees.

Log portions greater than 10" DBH which do not harbor live pine beetle shall be manufactured into their natural length and left on site. Any log portion harboring live pine bark beetles will be removed from site or burned before beetles hatch.

4. *Safety:*

Safety is a prime concern and the contractor shall conduct work in a safe manner and shall comply with all laws, rules, and regulations relating to the safety of persons and property. The contractor accepts responsibility to prevent accidents to its employees engaged upon or in vicinity of the project area. The contractor shall be solely responsible for the protection and safety of their employees and for daily inspection of the work area and safety equipment. The contractor shall also take all prudent safety measures to protect landowners and members of the public who may visit the project work area.

5. *Minimizing Impacts:*

The selected contractor will be responsible for any skid trails, tire ruts or areas of disturbed mineral soil which, if deemed necessary by the City of Missoula, must be raked mechanically or by hand and seeded with a grass/forb mix provided by the City of Missoula. Contractor shall reimburse the City for the cost of the seed mix. Additionally, all damage to parking areas, existing recreational trails, including structural damage and/or the accumulation of woody debris, shall be promptly repaired by the selected contractor.

C. Treatment Prescriptions for Individual Thinning Units:

UNIT #5 (9ac.): The majority of this unit is comprised of trees greater than 12" DBH with a consistent distribution of D. fir thickets less than 8" DBH. The southern and western boundary of this Unit is fringed by juvenile D. fir (approximately 2 ac. total) encroaching onto adjacent grasslands. Reduce the number of thickets and density within thickets as described in Section "B" subsection "1". Remove all D. fir less than 4" DBH on the southern and western boundary of this Unit where trees encroach onto adjacent grasslands.

UNIT #6 (8.5 ac.): The majority of this unit is comprised of trees greater than 12" DBH with a consistent distribution of juvenile D. fir and P. pine thickets less than 8" DBH. The southern boundary of this Unit is fringed by juvenile D. fir (approximately 1.5 ac.) encroaching onto adjacent grasslands. Reduce the number of thickets and density within thickets as described in Section "B" subsection "1". Remove all D. fir less than 4" DBH on the southern and western boundary of this Unit where trees encroach onto adjacent grasslands. The majority of slash generated in this unit can be scattered on site.

ATTACHMENT B
Project Costs

COST SHEET

CITY OF MISSOULA, CONSERVATION LANDS DIVISION – Mt. Sentinel Forest Treatment Project

BASE COSTS

Item No.	Estimated acreage	General Description	Price/ acre	Total Price / Unit
UNIT #1	6.25 ac.	Thin / Lop & Scatter minimal burn piles	\$ _____	\$ <u>no bid</u>
UNIT #2	10 ac.	Restore Grasslands/ Lop & Scatter & Burn piles	\$ _____	\$ <u>no bid</u>
UNIT #3	14 ac.	Even spacing / Lop & Scatter & Burn piles	\$ _____	\$ <u>no bid</u>
UNIT #4	14.5 ac.	Thin / Lop & Scatter & Burn piles	\$ _____	\$ <u>no bid</u>
UNIT #5	9 ac.	Thin, Restore Grasslands /Lop & Scatter & Burn piles	\$ <u>1200</u>	\$ <u>10,800</u>
UNIT #6	8.5ac.	Thin, Restore Grasslands /Lop & Scatter minimal burn piles	\$ <u>800</u>	\$ <u>6800</u>

Submitted By: Mark VanderMeer - Watershed Consulting
Contractor

Signature: Mark Vander Meer

Address: PO Box 17287, Missoula, MT 59808

Phone: 541-2565

E-mail: mark@watershedconsulting.com

ATTACHMENT C

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.



WATECON-01

CLEIGHTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kalispell Office PayneWest Insurance, Inc. 33 Village Loop Kalispell, MT 59901	CONTACT NAME: PHONE (A/C, No, Ext): (406) 758-4200 FAX (A/C, No): (406) 755-1189	
	E-MAIL ADDRESS: _____	
INSURED WaterShed Consulting LLC P.O. Box 17287 Missoula, MT 59808	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Rockhill Insurance Company	
	INSURER B: Travelers Insurance Company 19046	
	INSURER C: Montana State Fund 811212	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		<input checked="" type="checkbox"/>	ENVP00552102	10/13/2016	10/13/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROF LIAB RETRO \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BA4978R729	08/02/2016	08/02/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A	032759326	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)

CERTIFICATE HOLDER

MLIC Asset Holdings LLC
Attn: Douglas A. Gibson
10801 Mastin Blvd., Suite 930
Overland Park, KS 66210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charity Cleighty